

Prepared by:
Timothy M. Engel
May, Adam, Gerdes & Thompson LLP
503 S. Pierre Street
PO Box 160
Pierre, SD 57501
(605) 224-8803

AGREEMENT FOR ASSIGNMENT OF
EASEMENT AND ASSIGNMENT
and CONSENT

This Agreement is made and entered into effective the date last below written by and between Homestake Visitor Center, Inc., and Lead Area Chamber of Commerce, Inc., of 160 W. Main Street, Lead, South Dakota 57754-1362 (collectively "Assignors") and South Dakota Science and Technology Authority, of 630 E. Summit, Lead, South Dakota, 57754 ("Assignee").

RECITALS

A. Effective April 1, 2016, Homestake Mining Company of California granted and conveyed to Assignors that certain Easement Agreement, which Easement Agreement was filed for record in the Office of the Register of Deeds, Lawrence County, South Dakota, on May 13, 2016, at 10:53 o'clock a.m. as Document 2016-02127 (the "Easement").

B. The Easement relates to the following described real estate located in Lawrence County, South Dakota:

Tract 2, Homestake Addition to the City of Lead, as shown on that certain Plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document 1994-5906;

and

Lot 2A, Tract 3 of the Homestake Addition of the City of Lead, as shown on that certain Plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document 2014-1674.

C. The Assignors desire to assign and donate all of their right, title, and interest in the Easement to Assignee, subject to the terms and conditions stated in the Easement, and Assignee desires to accept said assignment and donation.

NOW, THEREFORE, for and in consideration of the foregoing, the parties hereby AGREE as follows:

1. Assignors hereby assign and donate all of their right, title, and interest in and to the Easement to Assignee, subject to the terms and conditions stated in the Easement.

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CONSENT TO TRANSFER OF TITLE BY
HOMESTAKE MINING COMPANY OF CALIFORNIA

RECITALS

A. Pursuant to a document entitled “Quitclaim Deed, Easement and Agreement” dated June 16, 1997, and recorded in the Office of the Register of Deeds, Lawrence County, South Dakota, on June 17, 1997, at 11:48 a.m. as Document No. 97-2256 (the “Deed”), Homestake Mining Company of California (“Homestake”) deeded certain real estate to Homestake Visitor Center, Inc., a South Dakota not-for-profit corporation.

B. The property subject to the Deed (the “Property”) is described as follows:

The surface of Lot 2, Tract 3 of the Homestake Addition of the City of Lead as shown on that certain Plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document Number 94-5906, being a portion of the Gordon patented lode mining claim, Mineral Survey 582, the Peawarmer patented lode mining claim, Mineral Survey 225, the Rattler patented lode mining claim, Mineral Survey 220, and the Independence lode mining claim, Mineral Survey 325 consisting of 0.648 acres, more or less, together with all structures and improvements located thereon,

also described as

Lot 2A, Tract 3 of the Homestake Addition to the City of Lead, as shown on that certain Plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document 2014-1674.

C. The easement provided for as a part of the Deed was terminated by way of an Easement Agreement dated April 1, 2016 and filed for record in the Office of the Register of Deeds, Lawrence County, South Dakota, on May 13, 2016, at 10:53 o’clock a.m. as Doc. No. 2016-02127.

D. The Deed requires Homestake’s consent prior to any transfer of the Property.

E. Homestake Visitor Center, Inc., and the South Dakota Science and Technology Authority have requested that Homestake consent to the sale and transfer of the Property by Homestake Visitor Center, Inc., to the South Dakota Science and Technology Authority by

F. Homestake desires to facilitate the continued successful operation of the Sanford Lab Homestake Visitor Center by consent to the Transfer of Title, but is only willing to consent to the Transfer of Title upon the terms set out herein.

Homestake, by and through its undersigned authorized representative, hereby acknowledges and consents to the Transfer of Title, but only upon the condition that the Transfer of Title take place via a Special Warranty Deed in a form substantially similar to that attached hereto as Exhibit 1.

ITS: _____

On this the _____ day of _____, 2021, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Homestake Mining Company of California, a corporation, and that he/she as such _____, being authorized so to do, executed the foregoing name of the corporation by himself/herself as _____.

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DISCLAIMER OF INTEREST

Lead Area Chamber of Commerce, Inc. a South Dakota not-for-profit corporation, by and through its undersigned authorized representative, hereby waives and disclaims any ownership, lien, or other interest it has or may have in any real or personal property associated with the physical plant, personal property, or other operations of the Sanford Lab Homestake Visitor Center in Lead, South Dakota. This waiver and disclaimer includes, but is not limited to, the following:

- a. The following described real property in Lead, Lawrence County, South Dakota:

Lot 2A, Tract 3 of the Homestake Addition to the City of Lead, as shown on that certain Plat recorded in the Office of the Lawrence County Register of Deeds as Plat Document 2014-1674;

- b. Museum displays, artifacts, furniture, fixtures;
- c. Gift shop displays, equipment, and inventory; and
- d. All of other personal property of any kind or nature whatsoever, except for the personal property owned by the Lead Area Chamber of Commerce and described on the attached Exhibit A.

Nothing herein shall act to waive or release the interests of Lead Area Chamber of Commerce, Inc., under that certain Lease dated the date hereof.

Dated this ____ day of _____, 2021.

LEAD AREA CHAMBER OF COMMERCE, INC.

BY: _____

ITS: _____

State of _____)
)ss
County of _____)

On this the _____ day of _____, 2021, before me the undersigned officer,
personally appeared _____, who acknowledged himself/herself to be the
_____ of Lead Area Chamber of Commerce, Inc., a corporation, and that
he/she as such _____, being authorized so to do, executed the foregoing name
of the corporation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this _____ day of
_____, 2021.

Notary Public

(SEAL)

Notary Print Name:
My Commission Expires:

PREPARED BY:
Timothy M. Engel
May, Adam, Gerdes & Thompson LLP
PO Box 160
Pierre, SD 57501-0160
605-224-8803

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

Homestake Visitor Center, Inc., a not-for-profit corporation organized under the laws of the State of South Dakota, with offices for the transaction of business at 160 W. Main Street, Lead, South Dakota 57754-1362 (hereinafter referred to as "HVC", does hereby sell and convey unto South Dakota Science and Technology Authority ("SDSTA"), of 630 East Summit Street, Lead, Lawrence County, South Dakota 57754, all right, title and interest in and to the following: the personal property described on Exhibit 1, attached hereto and incorporated herein by this reference (referred to hereinafter as the "Personal Property"):

TO HAVE AND TO HOLD, together with all rights and appurtenances, to SDSTA, its successors and assigns.

HVC represents and warrants that it is the sole, absolute and beneficial owner of the gifted property described in Exhibit A and that its title to the gifted property is free and clear of any and all claims, charges, liens, or encumbrances of any kind, nature or description affecting the gifted property, including, but not limited to, any claim of any government or governmental agency, excepting therefrom the obligations described in Exhibit B hereto which are expressly assumed by SDSTA. SLHVC states further that it has full right, power and authority to convey good, complete, and unencumbered title of the gifted property to SDSTA, and to make the representations and warranties contained herein on its behalf.

SLHVC represents and warrants that there are no actions which could affect or which relate to the Personal Property pending against SLHVC in any court; nor are there any replevins, judgments or executions outstanding against SLHVC now in force; nor has any petition in bankruptcy or arrangement been filed by or against SLHVC; nor has SLHVC taken advantage of any law relating to insolvency.

SLHVC agrees to indemnify and hold SDSTA harmless from and against any and all claims, actions, losses, liabilities and/or expenses (including reasonable attorneys' fees) relating to the breach or alleged breach of any of the warranties or representations contained in this Bill of Sale. For these purposes and any other matters relating to the transaction, the parties consent to the

personal jurisdiction of and venue in the courts of the State of South Dakota, County of Lawrence.

Dated this _____ day of _____, 2021.

Homestake Visitor Center, Inc.

By: _____

Its _____

State of _____)
)ss
 County of _____)

On this the _____ day of _____, 2021, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Homestake Visitor Center, Inc., a non-profit corporation, and that he/she as such _____, being authorized so to do, executed the foregoing name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

(SEAL)

Notary Print Name: _____
My Commission Expires: _____

Exhibit 1 to
Bill of Sale

All rights to the use of tradename Sanford Lab Homestake Visitor Center, Homestake Visitor Center, and any derivatives thereof;

The following described motor vehicle and any spare parts therefor and any related equipment:

All rights to any trademark rights to the logo and other images attached hereto as Exhibit 1-A;

All museum displays, furniture, and fixtures, including but not limited to the following:

All gift shop displays, equipment, and inventory, including but not limited to the following:

All cash and accounts receivable;

All of other personal property of any kind or nature whatsoever located in or used in association with the Sanford Lab Homestake Visitor Center.

EXHIBIT 1-A
TO BILL OF SALE

SDSTA/HVC PURCHASE AGREEMENT

This AGREEMENT is made between Homestake Visitor Center, Inc., a not-for-profit corporation organized under the laws of the State of South Dakota, with offices for the transaction of business at 160 W. Main Street, Lead, South Dakota 57754-1362 (hereinafter referred to as "HVC"), and South Dakota Science and Technology Authority, a body corporate and politic organized under SDCL Ch. 1-16H, with offices for the transaction of business at 630 East Summit Street, Lead, South Dakota 57754 (hereinafter referred to as "SDSTA").

RECITALS

WHEREAS, HVC is the owner of certain real and personal property located in the City of Lead, State of South Dakota, more particularly described in Exhibits A, B, and C hereto (hereafter referred to as "Property"); and

WHEREAS the Property includes an operating visitor's center ("Visitor Center") that HVC has been operating since its opening and the building within which it is located; and

WHEREAS, HVC desires to sell and transfer ownership of the Property, including the Visitor Center as a going concern, to SDSTA; and

WHEREAS, SDSTA desires to purchase and accept the transfer of the Property, and to continue to operate the Visitor Center in support of SDSTA's mission of scientific exploration, education, and economic development; and

WHEREAS, it is desirable and necessary to memorialize the terms of the transactions described in these Recitals.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

1. *Sale of Property.* Subject to the other terms and conditions set forth herein, HVC hereby agrees to sell and convey the Property (including the Visitor Center as a going concern) to SDSTA via a good and sufficient special warranty deed in the form attached hereto as Exhibit A, an assignment of easement in the form attached hereto as Exhibit B, and a good and sufficient Bill of Sale in the form attached hereto as Exhibit C. The Property shall be transferred free and clear of all liens and encumbrances whatsoever except easements and reservations of record and except for the rights of Homestake Mining Company of California as described below in paragraph 3.

2. *Purchase Price.* In exchange for the conveyance of the Property as provided herein, SDSTA will pay to HVC the sum of \$88,985.99, in cash, at the Closing.

3. *Consent of Homestake Mining Company of California and Disclaimer by Lead Area Chamber of Commerce.* The parties acknowledge and agree the transfer of certain of the Property constituting real estate is subject to the consent of the Homestake Mining Company of California ("Homestake"). The parties further acknowledge and agree that the sale and conveyance provided for by this Agreement are subject to and conditioned upon such consent. The form of consent to be provided by Homestake is attached hereto, marked as Exhibit "D," and incorporated herein by this reference. The parties further acknowledge and

agree that a disclaimer of any ownership or other interest in any of the Property by the Lead Area Chamber of Commerce, Inc. (the "Chamber") is a condition of the conveyance contemplated hereby. The form of disclaimer to be provided by the Chamber is attached hereto, marked as Exhibit "E," and incorporated herein by this reference.

4. *No Indebtedness.* As of the date of this Agreement, HVC is liable for certain term and trade debt as listed on the attached Exhibit "F." HVC is also indebted or otherwise liable (under service contracts or otherwise) for utilities, cleaning services, and other ordinary and ongoing costs of operation as shown on Exhibit "G". HVC hereby represents and warrants that it will pay all such obligations at or prior to Closing, and that it will not incur any additional debt or other obligations (except utilities and other ordinary costs of operation) prior to Closing without SDSTA's prior written consent.

5. *Books and Records.* HVC further agrees to convey and deliver to SDSTA all books and records related to the operation of the Visitor Center, including but not limited to all books and records related to the gift shop which HVC operates within the Visitor Center. For the purposes of this Agreement, "books and records" includes (a) books and records relating to the purchase of materials and supplies, invoices, customer lists, supplier lists and personnel records; and (b) computer software and data in computer readable and/or human readable form used to maintain such books and records, together with the media on which such software and data are stored and all documentation relating thereto. Said books and records will be available for inspection by STA for a period not less than 10 business days prior to Closing.

6. *Title Insurance; Transfer Fee.* Prior to Closing, SDSTA may, at its own expense, procure a commitment for a policy of title insurance in the amount of not less \$5,000,000.00. The cost of any such title insurance shall be paid by SDSTA. If said commitment does not demonstrate marketable title in HVC (subject, however, to the interest of Homestake as described above in paragraph 2), SDSTA may at its option grant HVC additional time to correct any title deficiencies, attempt to correct the title deficiencies itself, accept the conveyance as deficient, or cancel the transactions contemplated by this Agreement. In the event of cancellation, neither party shall have any further obligation to the other hereunder. SDSTA shall be responsible for the payment of any real estate transfer tax and for the cost of recording the deed to the real estate.

7. *Leases.*

(a) *Chamber lease.* As further consideration for the transactions provided for herein, SDSTA and the Chamber will enter into an extended term lease at a reduced rental rate for a portion of the Property; the proposed form of lease is attached hereto as Exhibit "H" and incorporated herein by this reference.

(b). *Deer Mountain Sanitary District/Deer Mountain Road District lease.* Prior to Closing, HVC shall provide notice of termination of the existing lease with the Deer Mountain Sanitary District and Deer Mountain Road District; HVC may negotiate a new lease with said tenant with a term ending no later than March 31, 2022, but the terms thereof must be approved by SDSTA prior to execution.

(c). *Riverfront Broadcasting lease.* Prior to Closing, HVC shall give notice of termination of the Riverfront Broadcasting lease as provided in the clause thereof labeled "Sale of Property." The notice shall require the tenant to restore the storage room area of the Property to its condition prior to the execution of said lease, including removal of the wall and any other infrastructure installed by the tenant.

8. *Other.* HVC agrees to remove all personal property not transferred to SDSTA by this agreement from the structures located on the Property. HVC shall leave the structure “broom clean” and the Visitor Center and gift shop located therein shall be transferred as a going concern.

9. *Warranties and representations.* HVC makes the following warranties and representations, all of which shall survive the Closing, the conveyances provided for herein, and delivery of possession to SDSTA:

- (a) *Structure and systems.* To the best of HVC’s knowledge and belief, HVC hereby represents that the premises are in good structural condition and that all systems, including plumbing, mechanical, and electrical, are in good working order and will be so on the date of transfer of title;
- (b) *Violations.* To the best of HVC’s information and belief, HVC has and shall have at the closing date no knowledge of any building code, use, or other violation at the premises including without limitation, any violation of environmental laws, federal, state or local, and violations of the Americans with Disabilities Act of 1990, and its Accessibility Guidelines;
- (c) *Connection lines.* To the best of HVC’s information and belief, all sewer and other waste lines used in connection with the premises are lawfully tied into main lines in compliance with all applicable governmental regulations;
- (d) *Good standing.* HVC is a not-for-profit corporation incorporated under the laws of the State of South Dakota and authorized to do business in the State of South Dakota. This transaction will not violate any corporate articles, bylaws, loan documents, or other restrictions, and is duly authorized;
- (e) *Leases, contracts.* There are no leases, contracts, or other obligations existing with respect to the business except as disclosed to SDSTA on Exhibit G;
- (f) *Roof.* The roof on the property does not leak and will not leak at the time of Closing;
- (g) *Income.* The Statement of Income attached hereto as Exhibit I fairly and accurately reflects the earnings of SLHVC, Inc.’s visitor center business for the 12-month period ended June 30, 2021;
- (h) *Indebtedness and Other Liabilities.* Except as reflected in Exhibit F hereto, there is no Indebtedness or other liabilities of HVC as of the date hereof and as of the Closing hereunder of any kind whatsoever, whether or not accrued, determined or determinable, known or unknown, fixed or contingent, matured or unmatured (including tax liabilities due or to become due). Upon the consummation of the transfers contemplated hereby, SDSTA will not assume or be liable for any Indebtedness or other liability of SLHVC;
- (i) *Release of claims.* HVC hereby fully and finally releases and discharges SDSTA from any and all claims HVC or its officers, directors, employees, agents, or representatives have or may have relating to the Property or the Visitor Center, whenever and however arising. HVC hereby further agrees to and shall indemnify and hold SDSTA, the State of South Dakota, and their past and present elected officials, officers, directors, agents, employees, consultants, contractors, and representatives from any claims, causes, actions or cause of action (including any related attorney fees, costs and disbursements) in any way arising out of related to HVC’s negligence or intentional misconduct with respect to the use and occupation of the Property from the Visitor Center’s inception through Closing;

- (j) *Environmental Liabilities.* No action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending, or to the knowledge of HVC threatened concerning any environmental permit or hazardous material, and HVC has not received any notice that it is responsible for, or potentially responsible for, any cleanup or for paying for any cleanup of any hazardous material;
- (k) *Disclosures.* No representations or warranties by HVC in this Agreement, including the Exhibits, or any other document (including the books and records, certificates, or other writing furnished or to be furnished by HVC to SDSTA or any of its representatives) referred to herein or provided pursuant to the provisions hereof or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein or therein not misleading. There is no fact known to HVC which has or could have a material adverse effect on the transferred property, which has not been set forth in this Agreement, including any books, record, financial statement, schedule, exhibit, or certificate delivered in accordance with the terms hereof or any document or statement in writing which has been supplied by or on behalf of HVC or by any director or officer of HVC in connection with the transactions contemplated by this Agreement; and
- (l) *Compliance with laws.* HVC is in compliance with all applicable federal, state and local laws, statutes, orders, ordinances and regulations and has not received any notice to the effect that, or otherwise been advised that, it is not in compliance with, and there are no presently existing circumstances relating to the Property that are likely to result in violations of any such laws, statutes, orders, ordinances or regulations.

10. *Closing – Ongoing Operation – Risk of Loss.* Closing shall occur on or before January 7, 2022, at a place and time agreed to by the parties in writing. Until Closing, HVC shall continue to operate the Visitor Center as before, consult with SDSTA in connection with all contracts coming up for renewal, and maintain inventories at standard levels. SDSTA may conduct such additional inspections of the Property as it may reasonably request prior to Closing. If at any time before the Closing, the Property or any part thereof is damaged or it appears any of the representations set out above in section 9 are untrue in any material respect, SDSTA may either (i) terminate this Agreement without liability, or (ii) waive the diminution in value and close hereunder, acquiring the property “as is, where is.” If SDSTA elects (ii), SDSTA shall receive any insurance proceeds paid by reason of the loss or damage and the indicated deductible damage allowed.

11. *Survival.* The provisions of this Agreement shall survive Closing.

12. *Miscellaneous.* This Agreement contains the entire understanding of the parties; there have been no representations made which are not contained herein. This Agreement may only be modified by a written amendment signed by all parties. An oral modification shall not be binding on any party. This Agreement shall be construed in accordance with the laws of the State of South Dakota, without reference to the conflict of laws principles thereof. Any lawsuit arising out of or related to this Agreement must be brought in a Court of the South Dakota Unified Judicial System. Time is of the essence in the performance of the covenants, terms, and conditions of this Agreement.

13. *No waiver.* Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Homestake Visitor Center, Inc.

South Dakota Science and Technology Authority

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A
Form of Special Warranty Deed

Exhibit B
Form of Assignment of Easement

Exhibit C
Form of Bill of Sale

Exhibit D
Form of Consent

Exhibit E
Form of Disclaimer

Exhibit F

Indebtedness - Leases - Contracts

Exhibit G

Ongoing Contractual Obligations/Expenses

Exhibit H
Chamber of Commerce Lease

Exhibit I
Statement of Income

Prepared by:
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(605) 224-8803

SPECIAL WARRANTY DEED

Homestake Visitor Center, Inc., Grantor, of 160 W. Main Street, Lead, South Dakota 57754-1362, hereby grants, conveys, and warrants to South Dakota Science and Technology Authority, Grantee, of 630 E. Summit, Lead, South Dakota, 57754, the following described real estate in the County of Lawrence in the State of South Dakota:

Lot 2A of Tract 3, Homestake Addition of the City of Lead, Lawrence County, South Dakota, being all of Lot 2 and a portion of Lot 4 of Tract 3, Homestake Addition, City of Lead, Lawrence County, South Dakota, according to Plat Document 2014-1674.

This conveyance on the condition of, and subject to the restriction that, Grantee may not enter into any agreement to sell or otherwise convey the above-described property without the prior written consent of Homestake Mining Company of California, which consent may be withheld for any reason or no reason.

This deed represents a conveyance of surface rights and building only, and does not include any conveyance of any underlying mineral rights or mining claims.

Dated this ____ day of _____, 2021.

HOMESTAKE VISITOR CENTER, INC.

BY: _____

ITS: _____

State of _____)
)ss
County of _____)

On this the _____ day of _____, 2021, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Homestake Visitor Center, Inc., a South Dakota not-for-profit corporation, and that he/she as such _____, being authorized so to do, executed the foregoing name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public

(SEAL)

Notary Print Name:
My Commission Expires:

LEASE

THIS LEASE is made and entered into effective the ____ day of January, 2022, by and between South Dakota Science and Technology Authority, 630 E. Summit, Lead, South Dakota, 57754 ("Lessor") and Lead Area Chamber of Commerce, Inc., of 160 W. Main Street, Lead, South Dakota 57754-1362 ("Tenant").

ARTICLE I -- LEASED PREMISES

1.1) Description of Premises. Lessor hereby leases to Tenant and Tenant hereby leases from Lessor, on the terms and conditions hereinafter set forth, certain office space located in certain real property located at 160 W. Main Street, Lead, South Dakota, as more fully shown on Exhibit 1, attached hereto and incorporated herein by this reference, along with the right to use the adjacent common areas, occasional use of the conference room and classroom upon prior coordination with and approval of Lessor and use of the outdoor patio for Independence Day fireworks viewing; the foregoing is referred to hereafter as the "Premises."

1.1.1) For the period January __, 2022, through March 31, 2022, the Premises shall consist of a cubicle shown on Exhibit 1 and the adjacent common areas;

1.1.2) For the period April 1, 2022, through December 31, 2022, the Premises shall consist of the office and cubicle shown on Exhibit 1 and the adjacent common areas.

1.2) Quiet Enjoyment. Lessor covenants and agrees that so long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights granted hereunder without interference.

ARTICLE II -- TERM

2.1) Term. The term of this Lease shall be for a period of one year commencing on the ____ day of January, 2022; provided, however, that Lessor may terminate this Lease at any time upon ninety (90) days notice should Lessor in good faith convey title to the Sanford Lab Homestake Visitor Center to a third party or should Lessor determine to discontinue the operation of the Sanford Lab Homestake Visitor Center as a visitor center. This Lease shall automatically renew for successive terms of one (1) year each unless either party gives the other written notice of termination at least thirty (30) days prior to the expiration of the then-current term. In the case of automatic renewal in January of 2023, the parties agree to negotiate in good faith for a rental rate for the term commencing January, 2023.

ARTICLE III -- RENT – AND DEPOSIT

3.1) Rent. The Rent for the initial term of this Lease shall be zero Dollars (\$0.00) per month. Should the term of this Lease be extended by the agreement of the parties, the amount of Rent payable for the term as extended shall be as determined by written agreement of the parties.

3.2) Security Deposit. No security deposit is required or has been paid.

ARTICLE IV -- UTILITIES, ETC.

4.1) Utilities. Lessor shall pay or cause to be paid all ordinary charges for water, sewer, electricity, heating, air conditioning, internet access, garbage removal and snow removal in connection with the Premises. Should Tenant use or occupy the Premises in such a way as to result in a disproportionate use of utilities, Tenant shall reimburse Lessor on a monthly basis for such disproportionate use. Tenant shall be solely responsible to provide for and pay all charges associated with Tenant internet and telephone usage.

ARTICLE V -- USE OF PREMISES

5.1) The Premises are leased to Tenant for the purposes of commercial office space for a non-profit chamber of commerce. Tenant may not use or permit said Premises or any part thereof to be used for any other purpose or purposes whatsoever.

ARTICLE VI -- MAINTENANCE, REPAIRS, AND ALTERATIONS

6.1) Maintenance and Repairs. The Premises and every part thereof are, at the date hereof, in good order, condition, and repair. Tenant shall, at its sole cost and expense, without obligation on the part of Lessor, repair, keep, and maintain the Premises in good and sanitary order, condition, and repair, including the replacing of broken glass of windows or doors throughout the term of this Lease, reasonable wear and tear excepted, whether or not such maintenance or repair is ordinary or extraordinary, foreseen or unforeseen. The Tenant shall be responsible for cleaning of the common areas related to the use of the outdoor patio for Independence Day fireworks viewing. Lessor shall be responsible for the maintenance and repair of the overall facility and common areas.

6.2) Alteration. Tenant may not make any additions, alterations, changes, or improvements to the Premises absent Lessor's prior written consent.

ARTICLE VII -- LESSOR'S ACCESS TO PREMISES

7.1) Inspection of Premises by Lessor. Tenant agrees to permit Lessor and the authorized representatives of Lessor to enter the Premises at all reasonable times during usual business hours for the purpose of (a) inspecting same, (b) making such repairs or reconstruction to the Premises needed to be made by Lessor, and (c) performing any work therein which may be necessary by reason of Tenant's default under the terms of this Lease. Nothing herein contained shall imply any duty on the part of Lessor to do any such work which, under the provisions of this Lease, Tenant is required to perform, and the performance thereof by Lessor shall not constitute waiver of Tenant's default in failing to perform the same. Lessor shall not in any event be liable for any inconvenience, annoyance, disturbance, loss of business, or other damage sustained by Tenant during the making of repairs or the performance of any work on the Premises, or on account of bringing materials, supplies, and equipment into or through the Premises during the course thereof. In the event Lessor makes any repairs or maintenance which Tenant has failed to do or perform, the cost thereof shall constitute additional rent and shall be immediately due and payable to Lessor.

ARTICLE VIII -- COMPLIANCE WITH LAW

8.1) **Generally.** Tenant shall through the term hereof comply with all laws, ordinances, orders, rules, regulations, and requirements of the State of South Dakota, Lawrence County, and the City of Lead, South Dakota, applicable to Tenant.

ARTICLE IX -- INDEMNIFICATION OF LESSOR

9.1) Tenant agrees to and does hereby indemnify and hold harmless Lessor against and from any and all claims by or on behalf of any person arising from the conduct or management, or from any work or thing whatsoever done in and on the Premises, which arises from any breach or default on the part of Tenant in performance of any covenant or agreement on the part of Tenant to be performed, pursuant to this Agreement, or which arises from any act or negligence of Tenant during the Tenant's occupancy of the Premises.

ARTICLE X -- INSURANCE

10.1) Tenant acknowledges that Lessor does not maintain and will not maintain extended coverage insurance upon any of Tenant's personal effects, furniture, or belongings. Tenant agrees to insure such personal items in such sums and with such coverage as Tenant deems appropriate.

10.2) Tenant agrees to purchase and provide to Lessor proof of the existence of an enforceable commercial general liability insurance policy covering Tenant's use and occupation of the Premises and all related risks with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Lessor shall be named an additional insured on all such policies of insurance. The insurance required by this subsection shall, to the fullest extent available, include coverage for the indemnification obligations set out in this Lease.

ARTICLE XI -- ASSIGNMENT AND SUBLETTING

11.1) Tenant may not assign, mortgage, hypothecate, or pledge this Lease, nor sublet any of the Premises either voluntarily or by operation of law.

ARTICLE XII -- EVENT OF DEFAULT; REMEDIES

12.1) Events of Default. Each of the following events shall be a default hereunder by Tenant and a breach of this Lease:

(a) If Tenant shall fail to pay Lessor any rent when the same becomes due and payable and shall not make such payment within three days after due; or

(b) If Tenant shall fail to perform any of the other agreements, terms, covenants, or conditions contained herein.

12.2) Upon Tenant's default, Lessor shall have the right, at its option, to re-enter and take possession of the Premises and the whole thereof, with or without process of law, and Lessor shall

have the further option, which if exercised, shall be evidenced by written notice to Tenant, to terminate and forfeit this Lease, whereupon Tenant shall be deemed to have abandoned and forfeited all of its rights hereunder, and this Lease shall terminate upon the giving of such notice. Lessor shall have the same rights upon Tenant's abandonment of the Premises as upon Tenant's default.

ARTICLE XIII -- SURRENDER OF PREMISES

13.1) Tenant shall, upon the expiration or earlier termination of this Lease, peaceably vacate and surrender the Premises to Lessor in good order, condition, and repair, reasonable wear and tear excepted. Tenant shall leave the Premises and appurtenances thereto free and clear of rubbish and broom clean.

13.2) If this Lease has expired, and Tenant continues to occupy the Premises, such occupancy shall be deemed to be a month-to-month rental arrangement between Lessor and Tenant.

13.3) Upon the termination of this Lease or rental period, Tenant shall forthwith remove all of Tenant's property from the Premises. If not removed, the property will be deemed abandoned, and by these presents and in consideration of execution of this Lease, and in consideration of the extension of any additional rental period following the termination of this Lease, Tenant agrees that Lessor may have a lien on the property to the extent of the cost of handling and storing the same for a period of thirty days, and thereafter the property may be treated as abandoned and disposed of by Lessor in any manner deemed reasonable by Lessor.

ARTICLE XIV -- WAIVER

14.1) Failure of Lessor to insist upon the strict performance of any or all of the terms or conditions herein shall not constitute, nor be construed as, a waiver of Lessor's right to thereafter enforce any such terms or conditions, but the same shall continue in full force and effect.

ARTICLE XV -- HOLDING OVER

15.1) In the event Tenant shall continue to occupy the Premises after the expiration of the term hereof, such holding over shall not operate to extend or renew this Lease, but shall be construed as a tenancy from month to month which may be terminated by either party upon thirty days prior written notice. Such month-to-month tenancy by tenant shall be subject to all the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR
South Dakota Science and
Technology Authority

TENANT
Lead Area Chamber of Commerce, Inc.

By: _____

By: _____

Its: _____

Date: _____

Its: _____

Date: _____

Dated this _____ day of _____, 2021.

LEAD AREA CHAMBER OF COMMERCE, INC.

BY: _____

ITS: _____

State of _____)
)ss
County of _____)

On this the _____ day of _____, 2021, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Lead Area Chamber of Commerce, Inc., a South Dakota not-for-profit corporation, and that he/she as such _____, being authorized so to do, executed the foregoing name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

(SEAL)

Notary Print Name: _____
My Commission Expires: _____

Dated this _____ day of _____, 2021.

CONSENT AND WAIVER BY HOMESTAKE MINING COMPANY OF CALIFORNIA

Homestake Mining Company of California, by and through its undersigned authorized representative, hereby acknowledges and consents to the assignment of the Easement upon the terms and conditions set forth above, and hereby further releases and discharges Assignors from any further liability under paragraph 3 of the Easement; provided, however, that said release and discharge shall not affect Assignors' liability for any damage, loss, liability, injury, death, or claim therefore arising out of related to facts or circumstances occurring or in existence prior to the date of the assignment provided for above.

Dated this _____ day of _____, 2021.

HOMESTAKE MINING COMPANY OF
CALIFORNIA

BY: _____

ITS:

State of _____)
)ss
County of _____)

On this the _____ day of _____, 2021, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Homestake Mining Company of California, a corporation, and that he/she as such _____, being authorized so to do, executed the foregoing name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public

(SEAL)

Notary Print Name: _____
My Commission Expires: _____